

FILED

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA

Alexandria Division

2014 JUN -5 P 1:08

CLERK US DISTRICT COURT  
ALEXANDRIA, VIRGINIA

**AFGHAN GROWTH FINANCE LLC,**

Plaintiff,

v.

Case No.: 1:14CV669-AJT-JFA

**ABDUL GHAFOOR,  
7565 Cloud Court  
Springfield, Virginia 22153**

&

**FARHAD GHAFOOR,  
7565 Cloud Court  
Springfield, Virginia 22153**

&

**SHAFI GHAFOOR,  
43213 Valiant Drive  
Chantilly, Virginia 20152**

Defendants.

**COMPLAINT**

Plaintiff, Afghan Growth Finance LLC ("AGF") states the following in support of its claims against Abdul Ghafoor, Farhad Ghafoor, and Shafi Ghafoor (collectively "Defendants"):

**Parties**

1. Afghan Growth Finance LLC is a limited liability company established according to the laws of the Islamic Republic of Afghanistan located at:

Afghanistan, Kabul, Taimani, Charahi Sarsabzi, Khisrow Balkhi Building, Floor 5.

2. Abdul Ghafoor ("Abdul") is an individual residing at 7565 Cloud Court, Springfield, Virginia 22153.

3. Farhad Ghafoor ("Farhad") is an individual residing at 7565 Cloud Court Springfield, Virginia 22153.

4. Shafi Ghafoor ("Shafi") is an individual residing at 43213 Valiant Drive, Chantilly, Virginia 20152.

### **Jurisdiction and Venue**

5. This court has jurisdiction pursuant to 28 U.S.C. § 1332, because there is diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.00.

6. Venue is proper in this Court in accordance with 28 U.S.C. § 1391, because Defendants are residents of Virginia.

### **Facts**

7. On November 10, 2010 AGF entered into a Term Loan Agreement ("Loan Agreement") with RANA Technologies Enterprises ("RANA"), a limited liability company established according to the laws of the Islamic Republic of Afghanistan. The Loan Agreement is attached as Exhibit A.

8. Pursuant to Chapter II of the Loan Agreement, AGF loaned RANA \$1,500,000.00 for a duration of 36 months, repayment due in installments until the loan was repaid in full.

9. Abdul Ghafoor signed a Personal Guaranty. This Personal Guaranty is attached as Exhibit B.
10. Farhad Ghafoor signed a Personal Guaranty. This Personal Guaranty is attached as Exhibit C.
11. Shafi Ghafoor signed a Personal Guaranty. This Personal Guaranty is attached as Exhibit D.
12. During the first year of the loan, RANA paid \$270,486.00 in interest and \$7,085 in fees.
13. RANA has not paid any of the principal.
14. The Loan has been in arrears since December 2012.
15. RANA made its last partial payment in May 2013.
16. The Loan is now in default.
17. RANA and the Guarantors have defaulted by not timely paying the amounts due under the loan.
18. RANA and the Guarantors have breached Chapter V of the Loan Agreement by using funds in unauthorized manner to purchase a personal residence and to fund Rana Agribusiness Co.
19. RANA and the Guarantors have also breached Chapter X of the Loan Agreement by using the funds in an unauthorized manner, providing inaccurate financial reports and through non-compliance with covenants.
20. RANA and the Guarantors have breached Chapter XV of the Loan Agreement by providing inaccurate financial reports.
21. RANA and the Guarantors have breached Chapter XXI of the Loan

Agreement by violating No. 2-6 of the Financial Covenants.

22. Under Chapter XI of the Loan Agreement, the late payments, inaccurate financial information, and unauthorized use of funds are major breaches.

23. AGF has made a demand upon RANA and the Guarantors for payment.

24. Defendants have not timely paid the amounts due under the loan.

25. Under the terms of the Personal Guaranty, AGF may proceed against any guarantor without first proceeding against RANA.

26. The balance of the loan plus interest and fees is now outstanding.

#### **COUNT I: BREACH OF CONTRACT**

27. Plaintiff incorporates Paragraphs 1 through 26.

28. AGF and Defendants entered into Guaranty Agreements.

29. Defendants breached their Guaranty Agreements by failing to timely repay the loan.

30. As a result of Defendants' breach, AGF has suffered damages.

WHEREFORE, Plaintiff prays that this Court grant judgment in its favor (1) in the amount of One and a half million (\$1,500,000.00) or such amount as may be determined at trial, with prejudgment and post judgment interest, (2) award Plaintiff attorney's fees and costs in bringing this action pursuant to the terms of the Guaranties, and (3) for such further relief as is just and appropriate.

**Afghan Growth Finance LLC**  
***By Counsel***

BRONLEY & BINNALL, PLLC



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